

Organization	The Woodlands Township			URL	www.thewoodlandstownship-tx.gov
Street Address	10001 Woodloch Forest Drive				
Address 2	Suite 600				
City	The Woodlands	State	TX	Postal Code	77380

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis only for representatives named by the Client. Client is responsible to ensure CivicPlus has current updates.

Emergency Contact & Mobile Phone	Casey Snyder 281-466-8530 office
Emergency Contact & Mobile Phone	Nick Wolda 281-455-8600 cell
Emergency Contact & Mobile Phone	Mary Connell 713-545-7722 cell

Billing Contact	Nick Wolda		Email	Nick.wolda@thewoodlandstownship-tx.gov	
Phone	281-466-8525	Ext.	Fax		
Billing Address	10001 Woodloch Forest Drive				
Address 2	Suite 600				
City	The Woodlands	State	TX	Postal Code	77380
Tax ID #				Sales Tax Exempt #	
Billing Terms	Annual		Account Rep	Carrie Broeckelmann	

Info Required on Invoice (PO or Job #)

Contract Contact	Nick Wolda	Email	Nick.wolda@thewoodlandstownship-tx.gov		
Phone	281-466-8525	Ext.	Fax		
Project Contact	Mary Connell	Email	meconnell@catw-tx.org		
Phone	281-210-3890	Ext.	Fax		
Project Contact	Casey Snyder	Email	Casey.snyder@thewoodlandstownship-tx.gov		
Phone	281-466-8530	Ext.	Fax		

TERMS & CONDITIONS

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for The Woodlands Township (Client) that includes all functionality as defined in Exhibit A – Project Development Services, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit B – Annual Support, Maintenance & Hosting Services. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.

4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
5. Additional module upgrades may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live.
7. The City shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately upon project Go-Live the final bill for the project development services will be billable and payable, and the first year's annual support and maintenance fees will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the City.
8. Invoicing for Annual Support, Maintenance & Hosting will begin four months from the date this contract is signed by the client, or upon project Go-Live whichever happens sooner.
9. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month.
10. Project Development invoices are due by the first of the following month.
11. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
12. Annual Support, Maintenance & Hosting invoices are due on the date annotated.
13. Service will be discontinued if payment is not made within 30 days after the invoice due date.
14. Payments received will be applied first to finance charges, then to the oldest outstanding invoice.
15. If the account exceeds 60 days past due, the web service will be removed and the data will be erased. A copy of any erased data will be retained by CivicPlus and sent to the Client on CD upon payment of the outstanding account.

Agreement Renewal

16. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
17. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
18. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
19. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support & Warranty

20. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is only provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
21. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.

22. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
23. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

Marketing

24. If applicable, Client agrees to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
25. Client will cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
26. Client will cooperate with the CivicPlus Marketing Department to create a case study related to their website.
27. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership, & Content Responsibility

28. This Agreement is not a sale of the CivicPlus Content Management System (CMS) and its associated applications and modules (the Proprietary System). CivicPlus owns the Proprietary System and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
29. Upon full and complete payment of submitted invoices for the development of graphic designs, web content, page designs and banners ("Customer Content"), client will own the Customer Content that is incorporated into the Proprietary System in the course of using the Proprietary System.
30. Upon completion of the development of the site, client will assume full responsibility for Web site content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
31. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Proprietary System in any way; (ii) modify or make derivative works based upon the Proprietary System; (iii) create Internet "links" to the Proprietary System or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System.
32. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the Proprietary System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

33. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of CivicPlus.

34. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
35. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Name
Don Norrell, President,
The Woodlands Township

Date

Name
Nick Wolda, Vice President of Marketing & Public Affairs
The Woodlands Township

Date

Name
CivicPlus

Date

Sign and Fax this Copy:

Attn: Contracts
Fax 785-587-8951

And - Mail two (2) Signed Originals:

CivicPlus Contracts
317 Houston St., Suite E
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A –Project Development Services

Provided below is a project estimate based upon deliverables in your website design. Additional options may be added in phases or as desired.

Consulting, Website Design, Setup, Programming, and Training Options	
All Quotes are in US Dollars and Valid until August 31, 2009	
Project Development Fee (See Project Details)	\$43,297

Project Development Fee includes use of CivicPlus CMS with these modules and functionality:

Modules	Functionality
<input checked="" type="checkbox"/> Archive Center	<input checked="" type="checkbox"/> Action Items Queue
<input checked="" type="checkbox"/> Bid Postings (1 Category)	<input checked="" type="checkbox"/> Audit Trail/History Log
<input checked="" type="checkbox"/> Business/Resource Directory	<input checked="" type="checkbox"/> Automated PDF Converter
<input checked="" type="checkbox"/> Calendar	<input checked="" type="checkbox"/> Automatic Content Archiving
<input checked="" type="checkbox"/> Carbon Calculator	<input checked="" type="checkbox"/> Dynamic Breadcrumbs
<input checked="" type="checkbox"/> Document Center	<input checked="" type="checkbox"/> Dynamic Sitemap
<input checked="" type="checkbox"/> Emergency Alert Notification	<input checked="" type="checkbox"/> Expiring Items Library
<input checked="" type="checkbox"/> Facilities & Reservations (50 Facilities)	<input checked="" type="checkbox"/> Graphic Link Administration
<input checked="" type="checkbox"/> FAQs	<input checked="" type="checkbox"/> Links Redirect and Broken Links Finder
<input checked="" type="checkbox"/> Featured Info Module	<input checked="" type="checkbox"/> Menu Management
<input checked="" type="checkbox"/> Forms Development Tool (2 Forms - Client Develops)	<input checked="" type="checkbox"/> Mouse-over Menu Structure
<input checked="" type="checkbox"/> Healthy City Initiative	<input checked="" type="checkbox"/> Online Editor for Editing and Page Creation
<input checked="" type="checkbox"/> Intranet (1 group)	<input checked="" type="checkbox"/> Online Web Statistics (Only with CivicPlus Hosting)
<input checked="" type="checkbox"/> Job Postings (1 Category)	<input checked="" type="checkbox"/> Page Wizard for Preformatted Page Options
<input checked="" type="checkbox"/> News Flash	<input checked="" type="checkbox"/> Printer Friendly/Email this Page
<input checked="" type="checkbox"/> Notify Me Email Subscription	<input checked="" type="checkbox"/> Rotating Content
<input checked="" type="checkbox"/> Online Job Application (1 Generic Application)	<input checked="" type="checkbox"/> Search Engine Registration
<input checked="" type="checkbox"/> Opinion Poll	<input checked="" type="checkbox"/> Site Layout Options
<input checked="" type="checkbox"/> Photo Gallery (50 Photos)	<input checked="" type="checkbox"/> Site Search & Entry Log
<input checked="" type="checkbox"/> Quicklinks	<input checked="" type="checkbox"/> Web Page Upload Utility
<input checked="" type="checkbox"/> Request Tracker (5 Users)	<input checked="" type="checkbox"/> Website Administrative Log
<input checked="" type="checkbox"/> Real Estate Locator (25 Properties)	<input checked="" type="checkbox"/> RSS
<input checked="" type="checkbox"/> Staff Directory	<input checked="" type="checkbox"/> Slideshow
<input checked="" type="checkbox"/> Where Do I... (1 File Upload)	<input checked="" type="checkbox"/> User/Group Permission with Author & Publisher Rights

Project Development Fee also includes the following upgrades:

Module Upgrades	Functionality Upgrades
<ul style="list-style-type: none"> Facilities - + 100 Facilities Forms - + 5 Forms client to develop Job Postings - + 5 Categories Online Job Application - 1 Customized Application 	<ul style="list-style-type: none"> 115 clicks for a Javascript Map (Parks Map) 3 Dynamic Pages to coincide with your outside applications (this will help the external vendor sites look more like your site with your banner across the top of the application when the resident links to it)
Gov't 2.0 Upgrades	
<ul style="list-style-type: none"> Facebook – Advanced Profile Setup 	<ul style="list-style-type: none"> Twitter – Advanced Profile Setup

License and Service Agreement for The Woodlands Township, TX

As we develop your project, your development team may come up with more ideas for enhancing your visitors' website experience. These optional add-ons and the associated costs are shown below.

Project Details		Optional Fee	Fee
Pre-Implementation Options			
➤ Onsite Kickoff Meeting (Optional)			
<ul style="list-style-type: none"> Project Kick-off meeting with departments to provide overview of website project, capabilities and introduction of effective website communication. One day meeting with website committee to discuss design goals and review audience goals. Discuss design and layout standards with website committee. 	<ul style="list-style-type: none"> Assign information gathering tasks. Deliverable: A document summarizing the meetings, along with analysis, and recommendations. Design information gathered. Quote includes all travel expenses. 	Add \$2,000	
➤ Onsite Strategic Planning Meeting with Individual Departments (Optional)			
<ul style="list-style-type: none"> Interpretation of current departmental processes and services resulting in recommendations for website solutions. Two days of meetings with up to 12 departments. 	<ul style="list-style-type: none"> Deliverable: A document summarizing the meetings, along with analysis, and recommendations. Design information gathered. Quote includes all travel expenses. 	Add \$4,000 \$2,000 per additional day (up to 6 departments each day)	

Objective 1: Establishing Your Site's Focus			
➤ Phase 1: Analysis and Timeline Development			
<ul style="list-style-type: none"> Identify custom modules and integration projects. Phone interviews with departments and gather information. Review current site statistics, if they are available. 	<ul style="list-style-type: none"> Establish project timeline. Coordinate the DNS details. Deliverable: Project Timeline and worksheets. 		\$4,701
➤ Phase 2: Website Design			
<ul style="list-style-type: none"> Create a professional and attractive "look and feel" for the entire website. Create the layout for each page, incorporating photographs, graphic illustrations, topic headings and dynamic components. 	<ul style="list-style-type: none"> Modify design with input from client. Determine customization of modules or custom development projects and provide estimates for project changes. Deliverable: Website Design Composition. 		\$10,175
➤ Phase 3: Navigation Architecture Development			
<ul style="list-style-type: none"> Develop the global navigation and sub-navigation, persistent navigation, and resource links for the client's website. 	<ul style="list-style-type: none"> Determine optimum taxonomy structure. Deliverable: Navigation structure optimized for your website. 		Included
Optional: Onsite Meeting for Individualized Content Planning (up to 12 departments)		Add \$4,000 \$2,000 per additional day (up to 6 departments each day)	
<ul style="list-style-type: none"> 2 days of onsite meetings. Analysis of call log. Review assignments. Review individual section's navigation. Identify services and needs of departments. Demonstrate best website practices. 	<ul style="list-style-type: none"> Review functionality and how it applies to individual sections. Deliverable: Presentation on best practices, review worksheet assignments and review design composite. Quote includes travel expenses. 		
Phase 4: Modules and Site set-up			
<ul style="list-style-type: none"> Setup dynamic elements on pages. Additional modules may be established based upon recommendations in Phase 1. 	<ul style="list-style-type: none"> Deliverable: Setup a fully functional site, the software that runs the site, and statistical analysis for the site. 		\$8,661

Project Details		Optional Fee	Fee
Objective 2: Content Development and Page Layout			
Phase 5: Content Development			
<ul style="list-style-type: none"> Develop sitemap as pages are developed. Gather content worksheets from your departments and contact departments as needed for additional content. Develop new web pages as needed with assistance from client and migrate existing content. 	<ul style="list-style-type: none"> Approximately 500 standard pages will be developed. (You will have the ability to create unlimited pages after training) Ongoing review with your staff as major areas are developed. Deliverable: Website content development and module content. 	Add \$1,450 per 50 additional pages	\$1,650
➤ Phase 6: Test and Review /Establish Future Expectations			
<ul style="list-style-type: none"> Make final revisions to website. Quality Assurance review of new website. 	<ul style="list-style-type: none"> Review ongoing responsibilities of department heads and administrative staff. Deliverable: List of items that need to be addressed. 		\$4,550
Objective 3: Equipping Your Staff for Successful Website Maintenance			
➤ Phase 7: Consulting and Training for Your Trainers or Website Administrator			
Basic Page Admin Training <ul style="list-style-type: none"> Basic page development using Page Wizards Applying modules to pages Applied use and usability consulting Effective communication through your website Basic System Admin Training <ul style="list-style-type: none"> Set up groups and users Establish permissions 	Basic Module Admin, Training & Use <ul style="list-style-type: none"> Slideshow and Images; Document Center; News Flash; Staff Directory; Opinion Poll, Resource Directory; Calendar; FAQs; QuickLinks; RSS; Advanced Module Admin, Training & Use <ul style="list-style-type: none"> Archive Center, Notify Me, Intranet, Emergency Alert Notification (Single Page Push) Module Upgrades Training <ul style="list-style-type: none"> Facilities Forms Development Tool Jobs Posting Online Job Application Facebook/Twitter 		
On-Site Training 4 eight-hour days of On-Site Training and Usability Consulting for Content Administrators (up to 10 employees) Quote includes travel expenses Laptop training lab is available for additional fee			\$8,000
Train the Trainer – 32 hours online phone training and consulting for up to two (2) employees.		Add \$4,800 Optional	
Training in Manhattan, KS 8 hour days On-Site Training and Usability Consulting for Content Administrators (up to 10 employees) in our Manhattan, KS office. Client is responsible for all travel-related arrangements and expenses.		Optional \$1,200/day	
Objective 4: Website Deployment			
➤ Phase 8: Go-Live and Project Review			
<ul style="list-style-type: none"> Launch site. Gather feedback from staff involved in project 	<ul style="list-style-type: none"> Deliverable: Final project review report. 		\$5,310
Optional: Content Fixes – this is a site review and clean-up; the Quality Control team will clean up the site, correcting any issues found in pages that were created by client staff.			Included
Optional: Website Presentation – one day of onsite meetings to present website to stakeholders. Quote includes travel expenses		Add \$2,000	
➤ Phase 9: Marketing			
<ul style="list-style-type: none"> Registration of site with all major search engines. 			\$250
Phase 10: On-going Consultation			
<ul style="list-style-type: none"> Site review and consulting. Layout, design and content recommendations. 	<ul style="list-style-type: none"> Recommend site enhancements for improved visitor interaction. 		\$00
Total Project Development Fee		<i>Varies</i>	\$43,297

Exhibit B – Annual Support, Maintenance & Hosting Services

Annual Support, Maintenance & Hosting Fee Server Storage Not to Exceed 20 GB		\$12,560
Optional Monthly Pay Plan (includes \$10/monthly surcharge)		\$1,057
Annual Support, Maintenance & Hosting Includes:		
Hosting	Application & Modules	Support
Shared Web/SQL Server	Install Service Patches for OS	7am-7pm (Central), Monday-Friday
DNS Consulting & Maintenance	Upgrades	(excluding holidays)
Monitor Bandwidth-Router Traffic	Fixes	24/7 Emergency Support
Redundant ISP	Improvements	Dedicated Support Personnel
Redundant Cooling	Integration	2 hour response during normal hours
Natural Gas Powered Generator	Testing	Usability Improvements
Daily Tape Backup	Development	Integrate New & Upgraded Services
Intrusion Detection & Prevention	Usage license	Proactive support for updates & fixes
Antivirus Protection		Online Training Manuals
Upgrade Hardware		Monthly Newsletters
		Phone Consulting

***NOTE: No surprise additional costs!** After working with local government clients for over 11 years, we understand it is very important to stick within a planned, set budget for your website on a year-to-year basis. The Ultimate Service Plan helps you do just that by covering *everything* you do with us on an on-going basis with one, set fee. *However*, if you prefer to purchase a block of service hours, we are happy to accommodate that request.

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